

Rental Contract

In consideration of the agreements of the Residents, known as (names) Laura Javad (and 8 year old son, Logan Javad), the Owners (**Charles E. Bennett and Mary F. Bennett**) hereby rent to them the dwelling located at 1645 International Drive; Unit 312, McLean VA 22102, for the period commencing on August 1, 2024, and monthly thereafter until July 31, 2025, at which time this agreement is terminated (see items 24 & 39.) In consideration of the Owners permitting Residents to occupy the above property, Residents hereby agree to the following terms:

1. RENT: To pay as rental the sum of \$2,350 per month, due and payable in advance from the first day of every month. Failure to pay rent when due will result in the Owner taking immediate legal action to evict the Resident from the premises and seize the security deposit.
2. LATE FEE: Rent received after the fifth of the month will be subject to a late fee of 10% plus \$15.00 dollars per day calculated from the first day of month.
3. BAD CHECKS: Residents further agree to pay as a service charge the larger of \$40 or 5% of the amount of any dishonored check, regardless of cause.
4. APPLIANCES: The above rental payment includes all appliances permanently affixed, to include dishwasher, cook stove, refrigerator, fireplace, washer, dryer, HVAC, water heater. Appliances located at or in the property are there for the convenience of the RENTER, who assumes no responsibility for their operation or repair. In the event they fail to function after occupancy is started, the owner will have them repaired or replaced at no cost to RENTER.
5. DISCOUNT: No discount of rent is allowed.
6. EXTRA VISITORS: To use said dwelling as living quarters only for 1 adult, named Laura Javad and son Logan Javad.
7. ACCEPTANCE OF PROPERTY: Resident accepts the "AS IS" condition of the property, waiving inspection of same by Owner and agrees to notify Owner of any defects. Resident further agrees to indemnify Owner against any loss or liability arising out of Resident's use of the property, including these using the property with Resident's consent.
8. MAINTENANCE: Resident agrees to maintain the premises during the period of this agreement. This includes woodwork, floors, walls, furnishings and fixtures, appliances, windows, screens doors, lawns, landscaping, fences, plumbing, electrical, air conditioning and heating, and mechanical systems. Resident acknowledges specific responsibility for replacing and/or cleaning filters on a/c and heating units. Any damages caused to units because of not changing and cleaning filters will be paid for by the Resident. Tacks, nails, or other hangers nailed or screwed into the walls or ceilings will be removed at the termination of this agreement. Damage caused by rain, hail or wind as a result of leaving windows or doors open, or damage caused by overflow of water, or stoppage of waste pipes, breakage of glass, damage to screens, deterioration of lawns and landscaping, whether caused by abuse or neglect is the responsibility of the Resident. Resident agrees to provide pest control in the event it is needed.
9. VEHICLES: Resident will park only 1 automobile in the garage space (G16) provided or in the paved parking lot. (One additional outdoor parking permit may be requested from the Condo Mgmt on a space available basis.) Resident agrees never to park or store a motor home, recreational vehicle, or trailer of any type on the premises. Resident agrees that no vehicle may be repaired, nor may any vehicle be stored on the property without a current registration and tag. Resident agrees that any vehicle parked without a CURRENT REGISTRATION may be towed and stored at Resident's expense.
10. CLEANING: Resident accepts premises in its current state of cleanliness and agrees to return it in a like condition.
11. SECURITY DEPOSIT: Resident agrees to pay a deposit in the amount of \$2,350 to secure the resident's pledge of full compliance with the terms of this agreement. Note: THE DEPOSIT MAY NOT BE USED BY TENANT TO PAY RENT DURING THE TENANCY! The security deposit will be used at the end of the tenancy to compensate the Owner for any damages or unpaid rent or charges, and damages will be repaired at resident's expense with funds other than the deposit.
12. PETS: Resident agrees that NO PETS will ever be allowed on the premises by Resident or visitors.
13. RESIDENT'S OBLIGATIONS: The Resident agrees to meet all of resident's obligations; including:
 - A. Taking affirmative action to insure that nothing exists which might place the owner in violation of applicable building, housing and health codes.
 - B. Keeping the dwelling clean, and sanitary; removing garbage and trash as they accumulate; maintaining plumbing in good working order to prevent stoppages & leakage of plumbing, fixtures, faucets, pipes, etc.
 - C. Operate all electrical, plumbing, sanitary, heating, ventilating, a/c, and other appliances in a reasonable and safe manner.
 - D. Assuring that property belonging to the owner is safeguarded against damage, destruction, loss, removal, or theft.
 - E. Conducting him/herself, his/her family, friends, guests and visitors in a manner which will not disturb others. Resident warrants that he/she will meet the above conditions in every respect, and acknowledges that failure to do so will be grounds for termination of this agreement and loss of all deposits without further recourse.
14. SUBLetting: Resident agrees not to assign this agreement, nor to sub-let any part of the property, nor to allow any other person to live therein other than as named in paragraph 6 above without first requesting permission from the Owner and paying the appropriate surcharge.
15. COURT COSTS: Resident agrees to pay all court costs and Attorney's fees incurred by the Owner in enforcing legal action or any of the Owner's other rights under this agreement or any state law. In the event any portion of this Agreement shall be found to be unsupportable under the law, the remaining provisions shall continue to be valid and subject to enforcement in the courts without exception.
16. OWNER'S STATEMENTS: All rights given to the Owner by this agreement shall be cumulative in addition to any other laws which might exist or come into being. Any exercise or failure to exercise, by the Owner of any right shall not act as a waiver of any other rights. No statement or promise of Owner or his agent as to tenancy, repairs, alterations, or other terms and conditions shall be binding unless specified in writing and specifically endorsed.

17. PARTIAL PAYMENT: The Owner will not accept any partial payments of rent due. Attempt by Resident to make partial payment of rent due shall not under any circumstance, constitute a waiver of the Owner, nor affect any notice or legal eviction proceedings in theretofore given or commenced under state law.
18. ABANDONMENT: If Resident leaves said premises unoccupied for 15 days while rent is due and unpaid, Owner is granted the right hereunder to take immediate possession thereof and to exclude Resident there from; removing at Resident's expense all Resident's property contained therein and placing it into storage at Resident's expense.
19. RIGHT TO SIGN: The individual(s) signing this Lease/Rental Agreement as to Resident stipulates and warrants that he/she/they have the right to sign for and to bind all occupants.
20. UTILITIES: Residents shall be responsible for payments of all utilities, garbage, water and sewer charges, telephone, gas or other bills incurred during their residency. They specifically authorize the Owner to deduct amounts of unpaid bills from their deposits in the event they remain unpaid after the termination of this agreement. (Some of these utilities may not apply to Resident or may be covered by the Homeowners Association.)
21. PERSONAL PROPERTY: No rights of storage are given by this agreement. The owner shall not be liable for any loss of personal injury or property by fire, theft, breakage, burglary, or otherwise, for any accidental damage to persons, guests, or property in or about the leased/rented property resulting from electrical failure, water, rain, windstorm, or any act of God, or negligence of owner, or owners agent, contractors, or employees, or by any other cause, whatsoever. Resident covenants and agrees to make no claim for any such damages or loss against owner, but to purchase needed "renters insurance" or to provide self-insurance in adequate amounts to offset any risk. Resident agrees to list Owner as "additional insured" on their insurance policies _____ (initials)
22. REMOVAL OF PROPERTY: Resident agrees not to remove or alter in any way owner's property specific written permission from the owner. Any removal or alteration of owner's property without permission shall constitute abandonment and surrender of the premises, and termination by the tenant of this agreement Owner may take immediate possession and exclude Residents from the property, storing all Residents possessions at Resident's expense pending reimbursement in full for owner's loss and damages.
23. WATERBEDS: Waterbeds and flotation bedding systems are not allowed.
24. TERMINATION: After one year's rental payments have been received, this agreement may be continued on a month to month basis. After that time, this agreement may be terminated by mutual consent of the parties, or by either party giving written notice at least 30 days prior to the end of any monthly period. Any provision of this agreement may be changed by the owner in like manner. All parties agree that termination of this agreement prior to July 31, 2025, regardless of cause will constitute a breach of the tenancy as agreed on page 1 and all deposits shall be forfeited in favor of the owner as full liquidated damages at the owner's option.
25. METHOD OF PAYMENT: The initial payment of rent and deposits under this agreement must be made in cash, or cashier's check drawn on a local financial institution. Thereafter, monthly rent payments may be paid by check until the first check is dishonored and returned unpaid. Regardless of cause, no other additional payments may afterwards be made by check. Checks returned will not be redeposited. The Resident will be notified by a 3 day notice, and will be required to pay the amount due, including the bad check charge, in cash. Resident is aware that owner may report past rent, damages, utilities or other costs owed by Resident to credit reporting agencies. Resident understands this reporting could affect Resident's ability to obtain credit for future housing.
26. DELIVERY OF RENTS: Rents are to be mailed through the U.S. mail to CHARLES E. BENNETT, 8716 VICTORIA ROAD, SPRINGFIELD, VA, 22151. Any rents lost in the mail will be treated as if unpaid until received by Owner. It is recommended that payment made in cash or money order be delivered in person to the owner at the above address.
27. RETURN OF DEPOSIT: Security deposits will be deposited for the Resident's benefit in a non-interest bearing bank account. Release of these deposits is subject to the provisions of State Statues and as follows:
 - A. The full term of this agreement has been completed.
 - B. Formal written notice has been given as per paragraph 24 above.
 - C. No damage or deterioration to the premises, building(s), or grounds is evident.
 - D. The entire dwelling, appliance, closets and cupboards, are clean and left free of insects, the refrigerator is defrosted, and all debris and rubbish has been removed from the property; the carpets are cleaned and left odorless.
 - E. Any and all unpaid charges, late charges, extra visitor charges, delinquent rents, utility charges, etc., have been paid in full.
 - F. All keys have been returned, including keys to any new locks installed while resident was in possession.
 - G. A forwarding address has been left with the owner. Thirty days after termination of occupancy, the owner will send the balance of the deposit to the address provided by the Resident, payable to the signatories hereto, or owner will impose a claim on the deposit and so notify the Resident. Resident must have given the Owner notice of intent to vacate, abandon, and terminate this agreement proper to the expiration of its full term, at least 30 days in advance.
28. PHONE: Resident agrees to install and maintain telephone service, and agrees to furnish to the owner the phone number, and any changes, within 3 days after installation.
29. GAS, ELECTRIC: Resident agrees to transfer gas and electric service charges to their name immediately upon occupancy and to make arrangements for meter readings as needed. (Water service is provided by Condo Homeowners Association.)
30. THREE (3) DAY INSPECTION: Under the terms of this rental agreement, Residents may be provided with an inspection sheet. It is their obligation to inspect the premises and to fill out and return to the Owner their inspection sheet within 3 days after taking possession of the premises. It will be presumed that the house is functioning in a satisfactory manner in all respects after the expiration of the 3 days. Resident agrees that failure to file such a statement shall be conclusive proof that there were no defects of note in the property. After that time, the Residents are obligated to provide for routine maintenance at their own expense.
31. OWNERS AGENTS AND ACCESS: The owner may be represented by an agent who will carry identification. Resident specifically agrees to permit the owner or agent(s) access to the premises for the purposes of inspection, repairs, or to show the property to another person at reasonable hours, on request. No signs or notices may be posted on premises which may violate Homeowner Association by-laws.
32. REPAIRS: In the event repairs are needed (see items 8 & 33) beyond the competence of the Residents, they should contact the Owner. Any improvement made by the tenant shall become the property of the Owner at the conclusion of this agreement.

33. WORKER'S WARRANTY: All parties to this agreement warrant that any work or repairs performed by the Resident will be undertaken only if he/she is competent and qualified to perform it, and the person performing the work will be totally responsible for all activities to assure they are done in a safe manner which will meet all applicable statutes. They further warrant that they will be accountable for any mishaps or accidents resulting from such work, and that they will hold the Owner free from harm, litigation or claims of any other person.
34. RADON: Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities may present health risks to persons exposed to it over time. Levels of radon gas that exceeds Federal and State guidelines may be found in buildings. Additional information regarding radon and radon testing may be obtained from your county public health office.
35. LEAD-BASED PAINT: Houses built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet of lead poisoning prevention. This property was constructed after 1978 and owner is not aware of any lead-bases paint or lead-based hazards in the dwelling.
36. SMOKE DETECTORS: Smoke detectors have been installed in this residence. It is the tenant's responsibility to maintain its appliance including testing periodically and replacing batteries as recommended by the manufacturer. In the event the detector is missing or inoperative, the tenant has an affirmative duty to notify the landlord immediately.
37. DEFAULT BY RESIDENT: Any breach or violation of any provision of this contract by Resident or any untrue or misleading information in Resident's application shall give the Owner or his agent's the right to terminate this contract, evict the Resident and to take possession of the residence. The Resident agrees to a forfeiture of the security deposit and Owner may still pursue any remaining amounts due and owing.
38. BANKRUPTCY: In the event of bankruptcy or state insolvency proceeding being filed against the Resident, his heirs, or assign, at the option of Owner, his agent, heirs, or assigns, will immediately declare this contract null and void, and immediately resume possession of the premises. No judicial officer shall ever have any rights, title, or interest in or to the above-described property by virtue of this agreement.
39. RENEWAL TERM: At the end of initial term herein, as per page 1, owner may elect to renew for another term at a rental increase based on current rental market index. This contract, in its current form, will continue on a month-to-month basis until a renewed contract is approved by owner and tenant.
40. ACKNOWLEDGMENT: In this agreement the singular number where used will also include the plural, the masculine gender will include the feminine, the term Owner will include Landlord, Lesser, and the term Resident will include Tenant, Lessee. The below-signed parties acknowledge that they have read and understand all of the provisions of this agreement. This contract is bound by all heirs, executors, successors and/or assigns.

LEGAL CONTRACT: This is a legally binding contract. If you do not understand any part of it, seek competent legal advice before signing.

ACCEPTED THIS 7th day of July, 2024 at McLean, VIRGINIA.

Resident (Signature) Laura Javad Charles Bennett (Owner Sign)

Resident (Name printed) LAURA JAVAD Owner Printed Name – Charles E. Bennett

Resident (Signature) Mary F. Bennett (Owner Sign)

Resident (Name printed) _____ Owner Printed Name – Mary F. Bennett

A security deposit as described in Section 11, in the amount of \$ 2,350 was received with this contract.
The first month's rent (August 1, 2024 to August 31, 2024) a check in the amount of \$2,350 was received with this contract.

Charles Bennett (Owner Signature)

Owner Printed Name – Ch:
703-336-3389

